

**SECOND AMENDMENT TO CABLE TELEVISION LICENSE
(City of Boston - Verizon)**

This Second Amendment (the “Second Amendment”) dated as of this ____th day of September, 2018 (the “Effective Date”) to the Cable Television License entered into as of the 5th day of December, 2016 (“Original License”), by and between Verizon New England, Inc., a corporation organized under the applicable laws of the State of New York (“Verizon” or “Licensee”), and Martin J. Walsh, Mayor of the City of Boston and Issuing Authority for the award of cable television licenses under Chapter 166A of the Massachusetts General Laws (“City” or “Issuing Authority”).

WHEREAS, the Issuing Authority granted Verizon the Original License to construct and operate a cable television system in an initial Service Area encompassing portions of the City, effective as of December 5, 2016, for a term of ten (10) years; and

WHEREAS, on September 25, 2017, the Issuing Authority and Verizon entered into a First Amendment To The Cable Television License (“First Amendment”), which, *inter alia*, expanded the initial Service Area; and

WHEREAS, the Issuing Authority and Verizon desire to further amend the Original License, as amended, to make additions to the Service Area in accordance with terms established in the Original License and applicable law, including but not limited to license amendment regulations of the Department of Telecommunications and Cable (“DTC”) at 207 CMR § 3.07, and subject to the further terms set forth below; and

WHEREAS, pursuant to 207 CMR § 3.07(1) the City on or about _____, 2018, issued by duly published notice a summary of each proposed amendment to the Original License as described herein; and

WHEREAS, pursuant to 207 CMR § 3.07(2) the City and Verizon on or about _____, 2018, prepared and made publicly available a report of amendment setting forth information regarding such proposed amendment to the Original License as is required to be included by 207 CMR § 3.07(2); and

WHEREAS, following a public comment period in excess of the minimum twenty-one (21) day period required by 207 CMR § 3.07(3), the Issuing Authority prepared a written public report pursuant to 207 CMR § 3.07(5) specifying the reasons for its decision to approve the proposed amendment to the Original License, which is to be filed with the DTC on the date hereof along with a copy of this Amendment; and

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Additions to Service Area. Pursuant to Section 3.1(d) of the Original License, the Original License and Exhibit 1 thereto are hereby amended to incorporate a new Service Area that includes additional, distinct geographic areas of the City beyond those set forth in the Original License (such new additional portions of the Service Area to be hereinafter referred to as “Amended Service Area #2”) and is hereby codified in a new Second Amended Exhibit 1 that is attached to this Amendment. Pursuant to this Amendment, and subject to the terms of Section 3 hereof and new Second Amended Exhibit 1, the initial Service Area set forth in the License, the Amended Service Area #1 set forth in the First Amendment, and Amended Service Area #2 shall together comprise the Service Area under the Original License, as amended.

2. Adjustments to Reflect Expanded Service Area. Pursuant to Section 13.14 of the Original License, the parties have agreed that the expanded Service Area codified in the new First Amended Exhibit 1 represents one hundred percent (100%) of the City's geography, an increase from the approximately forty-four (44%) of the City's geography reflected in the Original License, as amended by the First Amendment. Also pursuant to Section 13.14, values in specified sections of the Original License, as amended, set in consideration of the City-wide percentage of the initial Service Area set forth in the Original License are subject to automatic proportionate increase based upon the new revised proportion, and are effective and, as applicable and unless otherwise provided in writing by the Parties, payable to the City as of the Effective Date of this Second Amendment.

3. Deployment Completion Dates. Consistent with Section 3 of the Original License, including, without limitation, the enumerated exceptions set forth in therein, commencing as of the Effective Date of this Second Amendment, Licensee shall offer Cable Service over its Cable System to all Residential Households in Amended Service Area #2 at a pace of not less than ten percent (10%) of the deployment in Amended Service Area #2 each year and shall offer Cable Service over its Cable System to all occupied Residential Households in Amended Service Area #2 within six (6) years of the Effective Date of this Second Amendment. Notwithstanding the foregoing, nothing herein shall be construed to modify the deployment schedule applicable to the initial Service Area under the Original License, as amended by the First Amendment, satisfaction of which shall continue to be measured from the Effective Dates of the Original License and First Amendment, respectively.

4. Additions to Public Institutional Network Locations. Pursuant to Section 6.11 of the Original License, Licensee shall add additional buildings to the Public Institutional Network

(“PIN”) as reflected on new Second Amended Exhibit 2 that is attached to this Second Amendment. Also pursuant to Section 6.11, the schedule for developing mutually agreed upon specifications for the architecture, design and construction of the additional PIN locations in the Service Area shall be finalized within sixty (60) days after the Effective Date of this Second Amendment, with construction on such additional PIN locations to be completed within the same time frames and schedules for PIN construction established in Section 6.11 of the Original License.

5. Additions to Public Buildings Receiving Free Connections to Basic Service.

Pursuant to Section 7.1 of the Original License, Licensee shall add additional public buildings to the list eligible to receive free connections to basic service as reflected on new Second Amended Exhibit 3 that is attached to this Second Amendment. Installation of free connections to such additional public buildings on Second Amended Exhibit 3 shall remain subject to the same process established in Section 7.1 of the Original License.

6. Original License Provisions Remain in Effect. Pursuant to Section 3.1(d) of the Original License, all provisions in the Original License and the First Amendment continue to remain in full effect unless expressly modified by this Second Amendment.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto shall be bound upon, but only upon, the execution by each party of one counterpart. The executed counterparts may be delivered by facsimile transmission of a true and correct image thereof, or by electronic mail attaching a true and correct .pdf image thereof.

IN WITNESS HEREOF, this Second Amendment to the Cable Television License entered into by the parties is hereby signed by the parties duly authorized, effective of the first date set forth above.

CITY OF BOSTON

Approved as to Form:

By: _____
Martin J. Walsh
Mayor of Boston

Eugene O'Flaherty
Corporation Counsel

VERIZON NEW ENGLAND, INC.

By: _____
Donna Cupelo, Regional President